

GENERAL FACT SHEET

BILL NUMBER

BRIEF TITLE	APPROVAL DEADLINE	REASON

DETAILS	POSITIONS/RECOMMENDATIONS	
	Sponsor	
	Program Departments, or Groups Affected	All automated departments
	Applicants/ Proponents	Applicant City Department Other
Discussion (Including Relationship to other Council Actions)	Opponents	Groups or Individuals Basis of Opposition
	Staff Recommendations	" For " Against Reason Against
	Board or Commission Recommendation	BY " For " Against " No Action Taken " For with revisions or conditions (See Details column for conditions)
	CITY COUNCIL ACTIONS (For Council Use Only)	" Pass " Pass (As Amended) " Council Sub. " Without Recommendation " Hold " Do not Pass

**AGREEMENT BETWEEN AGING SERVICES
(LINCOLN AREA AGENCY ON AGING)
AND
SENIORS FOUNDATION**

THIS AGREEMENT is entered into by and between the Lincoln Area Agency on Aging, hereinafter referred to as "Aging" and Seniors Foundation, hereinafter referred to as "Foundation" on this 1st day of September, 2002.

I.

Aging is an area agency on aging as designated and defined in the Nebraska Community Aging Services Act (Neb. Rev. Stat. § 81-2201 et seq.) And designated in accordance with the Older Americans Act of 1965 as amended (42 U.S.C. § 3001 et seq.). As such, Aging is responsible for the administration of the area program plan in its designated planning and service area.

II.

The Foundation is a non-profit Nebraska corporation designated as tax exempt under § 501 (c)(3) of the Internal Revenue Code of 1986, and is organized for the purpose of soliciting and receiving gifts, bequests, grants, and devises of property for the use and benefit of senior services and for the advancement of program development for older persons.

III.

Aging and the Foundation are desirous of setting forth in this Agreement the mutual responsibilities and understandings of the two organizations.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, Aging and the Foundation agree as follows:

1. Foundation's Responsibilities

- a. Senior Programs/Services Support.** The Foundation will assist Aging in fulfilling the Agency's responsibilities under its adopted area plan and, in particular, shall assist Aging by providing funds and services for the management, maintenance, and support of the various senior programs established within the designated area of Aging.
- b. Fundraising.** The Foundation will conduct periodic fund drives, both general and project specific, within Aging's designation area for the purpose of obtaining charitable solicitations to be utilized in the provision of services for older Americans with Aging's designated area and in accordance with the area plan. The funds so raised may be utilized directly by the Foundation for these purposes or may be transferred to Aging, as appropriated, but in any event all funds so solicited and received

shall be initially accepted in the name of the Foundation and the solicitations shall be conducted in the name of the Foundation. The name of the City of Lincoln shall not be used for the purpose of such solicitations and no donor shall be advised that any such donation is being made to the City of Lincoln.

- c. Other Duties. When necessary and appropriate, the Foundation shall act as a conduit on behalf of Aging, with the approval of both parties, for contracting with other agencies of government, obtaining grants, or taking other actions in which it is necessary that an organization with 501 (c)(3) designation act as contractor, grantee, or otherwise.
2. Aging's Responsibilities. In relation to the above-referenced activities of the Foundation, Aging will provide the Foundation with (a) clerical and other staff assistance as necessary; (b) space for meetings of the Foundation Board of Directors; (c) assistance in the preparation and filing of all required non-profit corporation filings; (d) auditing and financial services; and (e) data processing assistance.
3. Foundation Expenses. All correspondence of the Foundation shall be on Foundation letterhead, and the Foundation shall pay all direct costs of paper, printing, postage, and copying; provided, however, the Foundation may utilize copying equipment and postage machines of Aging subject to reimbursement by the Foundation for all accrued costs.
4. No Compensation. It is understood and agreed by and between Aging and the Foundation that the purpose of this Agreement is to further the mutual goals of the Foundation and Aging by improving the provision of services to older Americans within Aging's designated area and neither party shall provide monetary compensation to the other party for any of the activities of services rendered, performed, or provided by either, except for reimbursements as provided in paragraph 3.
5. Independent Contractor. It is understood and agreed that, in the performance of any service provided hereunder, the Foundation, its officers, agents, employees, or volunteers shall be deemed to be independent contractors and shall not for any purpose be considered employees of Aging or the City of Lincoln.
6. Hold Harmless. The Foundation shall save, indemnify, and hold harmless Aging from and against all claims and demands for damages to person or property arising out of or resulting from the Foundation activities relating to this Agreement, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to the Foundation or any such employees of the Foundation as may be engaged in the performance of this Agreement.

7. Amendments. Any amendments to this Agreement shall be in writing and shall be signed by both parties before any such amendment shall be effective.
8. Equal Employment Opportunity. In connection with the performance of this Agreement, the Foundation shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Foundation shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.
9. Term and Termination. This Agreement shall commence upon execution of the Agreement by both parties and shall remain in full force and effect until August 31, 2005, unless sooner terminated as hereinafter provided.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least 30 days before the effective date of such termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST:

AGING SERVICES
(Lincoln Area Agency on Aging)

City Clerk

Don Wesely
Mayor of the City of Lincoln
Sponsor

ATTEST:

SENIORS FOUNDATION

Secretary

Mark Hesser (President)